

1 BILL NO. S-81-06-23

2 SPECIAL ORDINANCE NO. S-158-81

3
4 AN ORDINANCE approving a contract for
5 Water Improvement Resolution 1022-81,
6 between the City of Fort Wayne, Indiana,
7 and T-G Excavating, Inc. for the in-
8 stallation of a water main.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
10 FORT WAYNE, INDIANA:

11 SECTION 1. That a certain contract, dated June 10,
12 1981, between the City of Fort Wayne, Indiana, by and through
13 its Mayor and the Board of Public Works and T-G Excavating, Inc.
14 for:

15 an 8" water main on Decatur Road to
16 Sylvia Avenue; then a 6" water main
17 on Sylvia Avenue Westward to the West
18 property line of Lot #66; on Gary
19 Street from Sylvia Avenue South to the
20 South right-of-way of Seddlemeyer Avenue;
21 on Seddlemeyer from Gary Street East to
22 the East property line of Lot #55; then
23 North through a 20 foot strip of land
24 adjacent to the East property line of
25 Lots #55 and 56 to Sylvia Avenue, and
26 an additional 535+LF of 6" water main
27 from the South right-of-way line of
28 Seddlemeyer Avenue to U.S. #27, then
29 Southeasterly to an existing 6" valve on
30 U.S. #27 located just North of Tillman
31 Road,

32 under Board of Public Works Water Improvement Resolution Number
1022-81, at a total cost of \$67,673.35, all as more particularly
set forth in said Contract which is on file in the Office of
the Board of Public Works and is by reference incorporated
herein and made a part hereof, be and the same is in all things
hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force
and effect from and after its passage and approval by the
Mayor.

APPROVED AS TO FORM AND
LEGALITY JUNE 19, 1981.

BRUCE O. BOXBERGER, CITY ATTORNEY

COUNCILMAN

Read the first time in full and on motion by Burns, seconded by Juliano, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 6-23-81, the 19, at 6 o'clock M., E.S.T.

DATE: 6-23-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Whit, and duly adopted, placed on its passage. PASSED (~~lost~~) by the following vote:

| | <u>AYES</u> | <u>NAYS</u> | <u>ABSTAINED</u> | <u>ABSENT</u> | <u>TO-WIT:</u> |
|--------------------|-------------|---------------|------------------|---------------|----------------|
| <u>TOTAL VOTES</u> | <u>9</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u>BURNS</u> | <u>X</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u>EISEBART</u> | <u>X</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u>GIAQUINTA</u> | <u>X</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u>NUCKOLS</u> | <u>X</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u>SCHMIDT, D.</u> | <u>X</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u>SCHMIDT, V.</u> | <u>X</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u>SCHOMBURG</u> | <u>X</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u>STIER</u> | <u>X</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u>TALARICO</u> | <u>X</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |

DATE: 7-14-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-158-81 on the 14th day of July, 19 81.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of July, 19 81, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 20th day of July 19 81, at the hour of 11 o'clock A M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-06-23

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving a contract for Water Improvement Resolution
1022-81, between the City of Fort Wayne, Indiana, and T-G Excavating,
Inc. for the installation of a water main.

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE 20/ PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

Paul M. Burns
Vivian G. Schmidt
Ben A. Eisbart
Samuel J. Talarico
Roy J. Schomburg

7-14-81

CONCURRED IN

DATE CHARLES W. WESTERMAN, CITY CLERK

10

Memorandum

To Board of Public Works Date June 2, 1981
From D. L. Foland, P.E.
Subject Butz Subdivision - Res. No. 1022-81 - B.O. No. 79-70

COPIES TO:

Attached is the construction contract in triplicate for the above water main project, submitted for approval as to form and legality and signatures by the Mayor and Members and Clerk of the Board of Public Works. I recommend the Board introduce this contract to Council for prior approval so the contractor can start work immediately.

Prior approval is desired by the contractor due to a lack of work in the Fort Wayne area plus a desire to conclude this project at an early date. The contractor has another project, out of town, which is presently on hold. However, if prior approval is not obtained and the other job is reactivated, our project has second priority for the contractor.

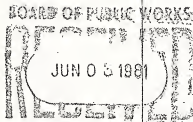
After the contract has been approved and fully executed, please return same so we may make copies and distribute them to the interested parties.

D. L. Foland
D. L. Foland, P.E.
Chief Water Engineer

attachments (3)

Prior Approval 6-9-81

*Council
6/23/81*



*70-208-9
6/10/81*

10-208-9
6/10/81

BARRETT LAW CONTRACT
(Revolving Fund)

RESOLUTION NO. 1022-81

BOARD ORDER NO. 79-80

WORK ORDER NO. 63482

THIS CONTRACT made and entered into in triplicate this 10 day of June, 1981, by and between T-G EXCAVATING, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works, herein called OWNER,

WITNESSETH, that the Contractor and the Owner, for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of:

an 8" water main on Decatur Road from an existing 8" water main on Decatur Road to Sylvia Avenue; then a 6" water main on Sylvia Avenue westward to the west property line of Lot #66; on Gary Street from Sylvia Avenue south to the south right-of-way of Seddlemeyer Avenue; on Seddlemeyer Avenue from Gary Street east to the east property line of lot #55; then north through a 20 foot strip of land (alley) adjacent to the east property line of lots #55 and #56 to Sylvia Avenue, all in an addition commonly known as Butz Subdivision for a total of 3935± L.F., and an additional 535± L.F. of 6" water main from the south right-of-way line of Seddlemeyer Avenue to U.S. #27, then southeasterly to an existing 6" valve on U.S. #27 located just north of Tillman Road,

all according to Fort Wayne Water Utility Drawing No. Y-10549, Sheets 1 thru 10, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the sum of \$67,673.35. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

WE1
Job D
Remove 6/25/81

RECEIVED

JUN 2 1981

FORT WAYNE WATER UTILITY
ENGINEERING DEPT.

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor. Payment for work performed under the Base Bid shall be made by the City Controller from funds on hand in the "Barrett Law Revolving Fund"; and payment for work performed under the Alternate Bid will be made from funds on hand in the accounts of the Fort Wayne Water Utility, both after approval by the Board of Public Works.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT (REVOLVING BARRETT LAW FUND)

It is proposed that the entire project cost, i.e., construction, engineering, easement damages, highway permits, inspection, advertising, area connection charges, etc. are to be financed through assessments to the benefited property owners and to the Fort Wayne Water Utility.

The Contractor shall file a "Completion Affidavit" with the Board of Public Works which indicates that the work on the project is substantially completed for acceptance by the City. The Water Engineering Department of the City of Fort Wayne, Indiana will inspect the project and promptly inform the Contractor in writing of any deficiencies in the project for acceptance.

The Engineer may recommend to the Owner to proceed with the public hearing on the confirmation of the final assessment roll even though all surface deficiencies on the project have not been fully satisfied, providing, the Contractor has indicated his willingness for the Owner to retain sufficient and adequate monies to perform the necessary work. The Owner shall determine at this public hearing both the amount of monies which will be sufficient to perform the uncompleted work and the satisfactory method of assurance that the work will be accomplished as contracted.

When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort

Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached hereto as Exhibit 'A' and by this reference incorporated herein and made a part hereof.

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, as shown on Exhibit 'B' attached hereto and made a part hereof.

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids, for Resolution No. 1022-81.
- b. Instructions to Bidders for Resolution No. 1022-81.
- c. Contractor's Proposal Dated May 20, 1981.
- d. Fort Wayne Water Utility Engineering Department Drawing No. Y-10549, sheets 1 thru 10.
- e. Supplemental Specification for Resolution No. 1022-81.
- f. Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains of the Fort Wayne Water Utility.
- g. Construction Standards and Water Main and Water Service Materials Standards of the Fort Wayne Water Utility, Engineering Department, latest revision, except as modified in the Supplemental Specifications.
- h. Workman's Compensation Act (I.C. 22-3-2-1).
- i. Non Discrimination of Labor, General Ordinance No. G-34-78 (as amended). (Exhibit "A")
- j. Prevailing Wage Scale (Exhibit "B").
- k. Performance and Guaranty Bond.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

At the time the Completion Affidavit is filed, the Contractor shall furnish a one (1) year Guaranty Bond in favor of the City of Fort Wayne and in the amount of twenty-five (25%) percent of the total value of the materials supplied and/or work performed under the terms of this contract.

ARTICLE 10. INDEMNITY

Contractor shall furnish to Owner, within ten (10) days of the date hereof, a certificate from an insurer acceptable to Owner showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to Owner.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 90 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

T-G EXCAVATING, INC.

BY:

Thomas M. Stockamp, Pres.
Thomas M. Stockamp, President

BY:

George B. Merrill, Secy
George B. Merrill, Secretary

CITY OF FORT WAYNE, INDIANA

BY:

Win Moses, Jr.
Win Moses, Jr., Mayor

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

Richard J. Shaffer
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS

Mark L. Akers
Mark L. Akers, Chairman

Roberta Anderson Staten
Roberta Anderson Staten, Member

Betty R. Collins
Betty R. Collins, Member

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 1981.

Special Ordinance No. _____.

CITY OF FORT WAYNE, INDIANA
IMPROVEMENT TO FORT WAYNE WATER UTILITY
PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we T-G EXCAVATING, INC. (Contractor or Developer) as Principal, and the Fidelity and Deposit Company of Maryland (Insurance Company), a corporation organized under the laws of the State of Maryland - May 20, 1981 (State and Date), and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of \$67,673.35, (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present. The condition of the foregoing obligation is such that

WHEREAS, the Principal has entered into contract with the City or has applied for authority to construct or cause to be constructed, a water main to become part of the City's water distribution system, which said water main is to be built and constructed according to plans and specifications prepared by or approved by City and known as the Butz Subdivision Water Main Extension; and

WHEREAS, the grant of authority by City to so construct such water main provides:

1. That said water main shall be completed according to said plans and specifications, and warrant and guarantee all work, material, conditions of the water main for a period of one (1) year from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice; and,
4. To agree to maintain said water main for a period of one (1) year following written acceptance by the City of said water main; and,

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and cause said water main to become a part of the City water distribution system, and shall for one (1) year after acceptance of said water main by City maintain said water main and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

T-G EXCAVATING, INC.

ATTEST:

George B. Merrill, Sec'y
George B. Merrill, Secretary

BY: Thomas M. Stockamp, Pres.
Thomas M. Stockamp, President

Fidelity and Deposit
Company of Maryland
(Insurance Company) Surety

*BY: Robert E. [Signature]
Authorized Agent

*If signed by an agent,
power of attorney must be attached

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Lowell K. Zelt and Virginia T. Axson, all of Fort Wayne, Indiana, EACH.....
its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Walter H. Lupke, Jr., et al, dated, November 21, 1978.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th.....day of.....December....., A.D. 19 79.....



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins

Assistant Secretary

By.....

Vice-President

STATE OF MARYLAND } SS:
CITY OF BALTIMORE

On this 17th day of December, A.D. 19 79, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Notary Public Commission Expires July 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 5th.....day of.....June....., 19 81.....

Assistant Secretary

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said State, personally appeared Thomas M. Stockamp, President and George B. Merrill, Secretary of T-G Excavating, Inc. and

Attorney in Fact, for said Swane E. Supper Fidelity & Deposit Co
Maryland
as surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond, in their respective official capacities of aforesaid.

SUBSCRIBED TO, before me, a Notary Public, this 5th day of June,
1981.

Virginia Napson
Notary Public
Resident of Allen County, IN.

My Commission Expires:

September 26, 1984

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
 - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
 - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
 - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
 - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
 - (5) the following practices are not included in the meaning of "discrimination":
 - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

EXHIBIT "A"
(page 1)

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

- (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
- (2) a record of such an impairment, and includes,
- (3) a person who is regarded as having such an impairment; provided that,
- (4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

EXHIBIT "A"
(page 2)

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or sub-contractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

IN RET.

WAGE SCALE

CODE: S-SKILLED

SS-SKILL SKILLED

US-UNSKILLED

IF-INDUSTRIAL FUND

14-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS BY

THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF APRIL, MAY

AND JUNE 1981.

in compliance with the provisions of CHAPTER 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

| TRADES OR OCCUPATION | CLASS | RATE PER HR. | MSW | PER | VAC | APP. | MISC. |
|-------------------------------|---------|---------------|---------|---------|-----|------|-------------------------------------|
| ASBESTOS WORKER | S | 15.00 | .55 | 1.25 | | | 3c 1f |
| ROILER/MAKER | S | 16.00 | 1.371 | 1.40 | | 3c | |
| BRICKLAYER | S | 13.11 | .67 | .80 | | 2c | 6 1f |
| CARPENTER (BUILDING) | S | 12.30 | .70 | .63 | | 2c | 4 1f |
| (HIGHWAY) | S | 12.73 | .80 | .80 | | 5c | 2 1f |
| CEMENT MASON | S | 11.85 | .75 | .80 | | 2c | |
| ELECTRICIAN | S | 14.85 | .55 | 32+.71 | | 6c | 15 1f |
| ELEVATOR CONSTRUCTOR | S | 13.531 | 1.194 | .95 | .83 | 31c | |
| GLAZIER | S | 12.39 | | .25 | .40 | 6c | 31c holiday 25c annuity, 2 1f |
| IRON WORKER | S | 14.20 | 1.00 | 1.60 | | 4c | |
| LABORER (BUILDING) | S-SS | 9.35-10.35 | .85 | .75 | | 9c | |
| (HIGHWAY) | US | 9.75-10.60 | 1.00 | .75 | | 9c | |
| (SEWER) | S-SS-SS | 9.75-10.60 | 1.00 | .75 | | 9c | |
| LATHER | S | 12.33 | | .80 | | 1c | 3 1f |
| MILLWRIGHT & PILEDRIVER | S | 12.70 | .70 | .63 | | 2c | 4 1f |
| OPERATING ENGINEER (BUILDING) | S-SS | 9.40-10.00 | .75 | .90 | | 10c | |
| (HIGHWAY) | US | 9.75-12.44 | .75 | .65 | | 10c | |
| (SEWER) | S-SS-SS | 9.75-12.44 | .75 | .65 | | 10c | |
| PAINTER | S | 10.70-11.70 | .60 | 1.00 | | 12c | 6c misc. |
| PLASTERER | S | 12.30 | .60 | .80 | | | |
| PLUMBER & STEAMFITTER | S | 15.12 | .85 | 1.30 | | 7c | 7c 1f |
| MOSAIC & TERRAZZO GRINDER | S | 9.50-11.50 | | | | | |
| ROOFER | S | 12.90 | | .40 | | | |
| SHEETMETAL WORKER | S | 14.16 | .92 | 1.01 | | 15c | 48 ss sm 15 1f |
| WELDER (BUILDING) | S-SS | 10.604-11.531 | 36.50pw | 41.00pw | | | |
| (HIGHWAY) | US | 10.21-10.81 | 36.50pw | 41.00pw | | | |

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 1 DAY OF April, 1981

Don Davis
REPRESENTING GOVERNOR, STATE OF INDIANA

Robert Anderson
REPRESENTING THE AWARDED AGENT,

Ed M. Reis
REPRESENTING STATE A.F.L. & C.I.O.

EXHIBIT "B"



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

June 8, 1981

The Common Council
Fort Wayne, Indiana

SUBJECT: BUTZ SUBDIVISION - RESOLUTION #1022-81 WATER MAIN PROJECT.

Gentlemen and Mrs. Schmidt:

The Contract for the Butz Subdivision Water Main Project, Resolution #1022-81 has been awarded to T-C Excavating, Inc. The sum of \$67,673.35 will be paid for through assessments to the benefited property owners and to the Fort Wayne Water Utility.

The Board of Public Works respectfully request "Prior Approval" so the contractor can start immediately. Due to the contractor's lack of work in the Fort Wayne area plus a desire to conclude this project at an early date Water Engineering has requested also.


Special Ordinance for formal approval will be submitted in the near future.

Yours truly,



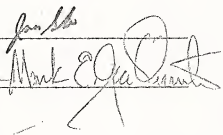

BOARD OF PUBLIC WORKS


MARK L. AKERS, CHAIRMAN

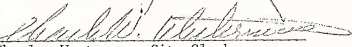
CITY OF FORT WAYNE


WIN MOSES, JR., MAYOR

sa
approved:

 Samuel J. Talavera
 Ray Johnson
 Mark E. Gaudin
 John J. Nichols

ATTEST:


Charles Westerman, City Clerk

TITLE OF ORDINANCE WATER MAIN IMPROVEMENT RES. 1022-81, BUTZ SUBDIVISION.

5302

DEPARTMENT REQUESTING ORDINANCE _____

BOARD OF PUBLIC WORKS 1-51-06-23

SYNOPSIS OF ORDINANCE WATER MAIN IMPROVEMENT RES. 1022-81, BUTZ SUBDIVISION : AN 8" WATER MAIN ON DECATUR RD. TO SYLVIA AVE; THEN A 6" WATER MAIN ON SYLVIA AVE. WESTWARD TO THE WEST PROPERTY

LINE OF LOT #66; ON GARY STREET FROM SYLVIA AVENUE SOUTH TO THE SOUTH RIGHT-OF-WAY OF SEDDLEMAYER AVE; ON SEDDLEMAYER FROM GARY ST. EAST TO THE EAST PROPERTY LINE OF LOT#55; THEN NORTH THROUGH A 20 FOOTSTRIP OF LAND ADJACENT TO THE EAST PROPERTY LINE OF LOTS#55 and 56 TO SYLVIA AVE, AND AN ADDITIONAL 535+ LE OF 6" WATER MAIN FROM THE SOUTH RIGHT-OF-WAY LINE OF SEDDLEMAYER AVE. TO U.S. #27, THEN SOUTHEASTERLY TO AN EXISTING 6" VALVE ON U.S. #27. LOCATED JUST NORTH OF TILMAN ROAD.

Approval acquired and attached

EFFECT OF PASSAGE BUTZ SUBDIVISION WILL HAVE A NEW WATER MAIN.

EFFECT OF NON-PASSAGE THE ABOVE DESCRIBED WATER MAIN CANNOT BE INSTALLED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$67,673.35 TO BE PAID FOR BY THE

BARRETT LAW REVOLVING FUND.

ASSIGNED TO COMMITTEE _____